

**24**

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

MARLAYNA G. TILLMAN,

Plaintiff,

v.

THE PEPSI BOTTLING GROUP, INC.,  
and TEAMSTERS LOCAL UNION 830

Defendants.

C.A. Number: 04-1314

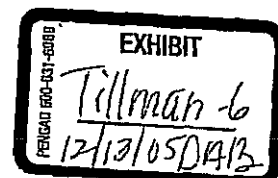
**PLAINTIFF'S ANSWERS TO DEFENDANT PEPSI BOTTLING GROUP LLC.,**

**FIRST SET OF INTERROGATORIES ADDRESSED TO PLAINTIFF**

Plaintiff, Marlayna G. Tillman, by and through her undersigned counsel, hereby propounds the following Answers to Defendant's First Set of Interrogatories, pursuant to Federal Rule of Civil Procedure 33.

**INSTRUCTIONS**

A. "Document" or "documents" means any written, recorded, filmed or graphic matter, whether produced, reproduced, or on paper, cards, tapes, films, electronic facsimile, E-mail, computer storage devices or any other media, including but not limited to memoranda, notes, minutes, records, photographs, correspondence, telegrams, diaries, bookkeeper entries, financial statements, tax returns, checks, check stubs, reports, studies, responses to questionnaires, charts, graphs, statements, notebooks, handwritten notes, applications, agreements, books, pamphlets, periodicals, appointment calendars, notes, records, and recordings of oral conversations, work papers, and also including but not limited to, originals and all copies which are different in any way from the original whether by interlineation, receipt stamp, notation, indication of copies sent or received, or otherwise, and drafts.



B. The term “communication” means the transmission of any information, in any form, including but not limited to orally, in writing, by conduct, by gesture, by electronic or computerized transmission, whether communicated intentionally and/or knowingly or not, and specifically includes but is not limited to all conversations, meetings, telephone calls, tape recordings of telephone calls, facsimiles, letters, emails and writings of any kind.

C. A request that you “describe in detail” or identify “the factual basis” of a matter means that you must describe that matter fully, by reference to underlying specific facts and specific times, places, people and actions.

D. The term “identify” when used with reference to an individual person, business or other entity shall mean to state its full name (or if not known, provide sufficient description so that the person, business or other entity will be identifiable to the recipients of your answer), business affiliation, and last known business or home address and phone number.

E. In answering the interrogatories, you must furnish all information that is available to you, including information in the possession of your attorneys, healthcare providers and/or any other person or entity subject to your direction or control. If, after exercising due diligence, you cannot answer an interrogatory in full, state that fact and answer to the extent possible.

F. If you need additional space to respond to any interrogatory, you may attach additional pages as necessary, provided however that you must clearly identify the particular interrogatory to which the additional pages respond.

G. If you claim any form of privilege or other protection from disclosure as a ground for withholding responsive information, set forth each and every fact or basis on which you claim a privilege with sufficient specificity to permit the court to make a determination as to whether the claim of privilege is valid.

H. The interrogatories are continuing in nature and you have an affirmative obligation to promptly supplement your responses as required by any new or changed information. You must produce all responsive information and documents as soon as they become known or available to you, and in all events prior to trial of this action.

**INTERROGATORIES**

1. Identify each and every person who has knowledge of the facts underlying your claims against PBG, describe the information about which the person has knowledge, and identify all documents in the person's possession, custody or control which are known to you and which relate to or support any claim in your Complaint.

**ANSWER:**

**Plaintiff believes the following individuals have knowledge of her claims against the Pepsi Bottling Group. Plaintiff is unsure of the documents in such person's possession.**

- a) **Tracey Dryzwiecki, Pepsi Bottling Group**
- b) **Scott Steiger, Pepsi Bottling Group**
- c) **Sara Swartz, Pepsi Bottling Group**
- d) **Pete Kraus, Pepsi Bottling Group**
- e) **Dave Staib, Pepsi Bottling Group**
- f) **Daniel Grace, Local 830**
- g) **John D'Elia, Local 830**
- h) **Doug McLaughlin, Local 830**
- i) **Scott Michelle, Local 830**
- j) **Employees of the Delaware Department of Labor**
- k) **Employees of Counsel for all parties**

2. Identify each and every fact underlying your claims of discrimination against PBG of which you have personal knowledge and identify all documents in your possession, custody or control and which relate to or support any claim in your Complaint.

**ANSWER:**

**Plaintiff asserts that she was discriminated against by the Pepsi Bottling group based on her race and gender. Plaintiff feels she was not provided proper training, compensation, promotional opportunities, and was retaliated against by the Pepsi Bottling Group.**

**Please see documentation Plaintiff has provided in response to Pepsi Bottling Group's request for production of documents. Plaintiff will supplement her answers as additional documentation is obtained.**

3. Identify every attempt you have made to secure employment or other service for remuneration from May 8, 2001 to the present and, with respect to each such attempt:

a. identify every person or entity to which you applied to secure any such employment or other service for remuneration, the position for which you applied, the salary or payment for the position and the date and nature of each such attempt;

b. identify each person or entity by which you were offered employment or other service for remuneration after May 8, 2001, whether or not you have identified the entity or person in response to paragraph (a) above, and for each such offer state whether the offer was for employment or for service for remuneration, the nature of the position, the date offered, the salary or rate of pay, all benefits, the date on which such offer was made, whether you declined any such offer and your reasons for declining the offer; and

c. identify all documents that relate or refer to your attempts to secure employment or service for remuneration and all such offers and all persons with any knowledge of your attempts to secure employment or service for remuneration or all such offers.

**ANSWER:**

Plaintiff has attempted to secure employment since May 8, 2001 with the following employers, however please note that Plaintiff is unsure of position descriptions, compensation and benefits offered:

- a) R & S. Strauss Auto, Wilmington, Delaware
- b) JB Hunt, New Brunswick, New Jersey
- c) Cott Beverages, Glen Mills, Pennsylvania
- d) RJM Vending, New Castle, Delaware
- e) Coca-Cola, Hawthorne, New York
- f) Pepsi Bottling Company, College Point, New York
- g) Tropicana Beverages, Jersey City, New Jersey
- h) New York Blood Center, New York, New York
- i) Cardinal Logistics, Dayton, New Jersey
- j) Coca-Cola Enterprises, Bronx, New York

Any documents related to these applications will be provided as they are obtained.

4. Identify all employment or other service for remuneration that you have had since May 8, 2001, with respect to each such employment held or service provided by you:

a. identify each entity or person by which you were employed or for which you performed service for remuneration and describe in detail the nature of each such

employment or other service for remuneration, the salary or rate of pay, benefits, the dates during which you were so employed or such services were performed, and, if applicable, the reason(s) each such employment, service or business ended; and

b. identify all documents that relate or refer to each such employment or other service for remuneration and each person with any knowledge concerning each such employment or service for remuneration.

**ANSWER:**

**Plaintiff was employed by the following employers since May 8, 2001:**

- a) R & S Strauss, Wilmington, Delaware; employment began in October 2001, Plaintiff can not recall the date of her resignation.**
- b) Cott Beverages, Glen Mills, Pennsylvania; employed in June, 2004. Plaintiff was terminated.**
- c) JB Hunt, New Brunswick, New Jersey; employed from November, 2004 until February, 2005. Plaintiff resigned.**
- d) RJM Vending, New Castle, Delaware; Plaintiff resigned.**
- e) Cardinal Logistics, Dayton, New Jersey; employed from February, 2005 until July, 2005. Plaintiff resigned.**
- f) New York Blood Center, New York, New York; employed form July 2005, until August, 2005. Plaintiff resigned.**
- g) Coca-Cola Enterprises, Bronx, New York; employed form August, 2005 until present.**

5. Identify and describe in detail the nature, amount and source of any monies, income, gifts, grants, compensation, or fringe benefits received by you, including, but not limited to, salary, wages, benefits, unemployment compensation, Social Security benefits, disability benefits, worker's compensation and welfare benefits from whatever source from May 8, 2001 to the present.

**ANSWER:**

Since May 8, 2001 Plaintiff has received unemployment compensation from the Delaware Department of Labor due to a temporary layoff initiated by the Pepsi Bottling Group in September, 2002. Plaintiff has also received disability benefits due to a work-related injury suffered at the Pepsi Bottling Group on November 6, 2003. Plaintiff does not know the exact dollar figure of compensation received.

6. Please provide a detailed summary of the bases of all damages claimed. Describe in detail each element of any relief you intend to seek at trial; state the amount you seek for each element of relief, including an explanation of the manner in which you calculated the amount of any claim for damages or other monetary relief; state all facts relating to each element of any such relief; identify all documents relating or referring to each element of any such relief; and identify each and every person with knowledge of each element of any such relief.

**ANSWER:**

Plaintiff is unable to determine an exact amount of damages at this time. When Plaintiff is



**in a better position to determine and/or approximate total damages for this matter, the information will be provided as a supplement to this Interrogatory.**

7. Identify each current or former employee of PBG with whom you have spoken or corresponded concerning the allegations contained in the Complaint and/or this litigation; describe in detail the substance of each correspondence or communication; and identify all documents that they supplied to you or you to them concerning the allegations contained in the Complaint and/or this litigation.

**ANSWER:**

**Plaintiff has spoken with the following individuals regarding the allegations contained in the Complaint. Those individuals whom Plaintiff has exchanged communications will be noted below:**

- a) Ron Flowers**
- b) Merrill Mathews**
- c) Ernest Turner**
- d) Michael Johnson**
- e) Leroy Lewis**
- f) Bernard Stewart**
- g) Rob Murdoch**
- h) Kathy Baltus**
- i) Crystal Green**

- j) Peyton Spencer**
- k) Tracey Dryzwiecki; Plaintiff exchanged email and correspondence. All documents in Plaintiff's control will be provided.**
- l) Rhonda Curry; Plaintiff exchanged email and correspondence. All documents in Plaintiff's control will be provided.**
- m) Sara Swartz; Plaintiff exchanged email and correspondence. All documents in Plaintiff's control will be provided.**
- n) Scott Steiger; Plaintiff exchanged email and correspondence. All documents in Plaintiff's control will be provided.**
- o) John O'Barra; Plaintiff exchanged email and correspondence. All documents in Plaintiff's control will be provided.**
- p) Dave Staib; Plaintiff exchanged email and correspondence. All documents in Plaintiff's control will be provided.**
- q) Tom Riley; Plaintiff exchanged email and correspondence. All documents in Plaintiff's control will be provided.**
- r) Glenn Mathews; Plaintiff exchanged email and correspondence. All documents in Plaintiff's control will be provided.**

8. Identify each and every doctor, psychiatrist, psychologist, or other health or mental health care professional or entity whom you have visited, consulted or sought treatment from at any time during the period from January 1, 1995 to the present. For each individual or entity identified, give the date of each visit, consultation or treatment; the reason

for each visit, consultation or treatment; and the diagnosis given at each visit, consultation or treatment.

**ANSWER:**

**Plaintiff does not recall the exact dates of all visits or consultations with below named physicians.**

- a) **Dr. Andrew Nash, Wilmington, Delaware; general physician**
- b) **Dr Peter Bandera, Wilmington, Delaware; rehabilitation physician**
- c) **Dr. Jeffrey Meyers, Wilmington, Delaware; Pepsi Bottling Group physician**
- d) **Dr. Steven Hershey, Wilmington, Delaware; Specialist**
- e) **Dr. Katie Earnest, Wilmington, Delaware; OB/GYN**
- f) **Dr. M.R. OBeidy, Wilmington, Delaware, Psychiatrist**
- g) **Dr. Brenda Farside, Wilmington, Delaware; social worker**

9. State whether you have been a party in any other lawsuit or administrative claim, and if so, as to each such lawsuit or claim, state the case or claim caption, the court or agency involved, the court term and number, the nature of the lawsuit or claim, whether you were a plaintiff or a defendant, and the outcome of the lawsuit or claim.

**ANSWER:**

**Plaintiff has been a party in a small claims lawsuit involving Precision Auto Tune located in Wilmington, Delaware. Plaintiff was the initiating party and received a successful verdict. Plaintiff does not recall the claim caption number but upon information and belief**

**it was heard in Justice of the Peace Court number ten.**

10. With regard to each person whom you may use as a witness at trial, identify the person and furnish a description of the testimony the person is expected to give.

**ANSWER:**

- a) Ron Flowers; work environment and climate and how it influenced Plaintiff**
- b) James Felicetti; work environment and climate and how it influenced Plaintiff**
- c) Peyton Spencer; comments made by Supervisor Tom Riley, regarding Plaintiff and work climate issues**
- d) Merrill Mathews; work environment and climate and how it influenced Plaintiff**
- e) Howard Laws; comments made by himself to Plaintiff**
- f) Leroy Lewis; work environment and climate and how it influenced Plaintiff**
- g) John Oziak; comments made by Howard Laws to Plaintiff in his presence**
- h) Bernard Stewart; work environment and climate and how it influenced Plaintiff, and how Plaintiff was treated**
- i) Ernest Turner; work environment and climate and how it influenced Plaintiff, and how Plaintiff was treated**
- j) Eric Bling; Incident with Plaintiff and Supervisor Phil Weber , Bling was present.**
- k) Jeffrey Felicetti; work environment and climate and how it influenced Plaintiff**
- l) Mike Johnson; disparate treatment of Plaintiff**

- m) **Jim McCormick; disparate treatment of Plaintiff**
- n) **Cleavon Thomas; work environment and disparate treatment of Plaintiff**
- o) **Crystal Green; the work climate for women at Pepsi Bottling Group and the disparate treatment of Plaintiff**
- p) **Kathy Baltus; the work climate for women at Pepsi Bottling Group and the disparate treatment of Plaintiff**
- q) **Larry Moody the work climate for women at Pepsi Bottling Group and the disparate treatment of Plaintiff**

11. Identify each and every person answering or providing information used in answering these Interrogatories.

**ANSWER:**

**Plaintiff is the only person answering or providing information for use in these Answers to Interrogatories.**

12. Identify each and every person who has been interviewed by you, or who has made any oral or written statement concerning this litigation or the allegations in the Complaint to you or anyone acting on your behalf.

**ANSWER:**

**No statements have been obtained at this time. If Plaintiff obtains a statement it will supplement its response to this Interrogatory.**


**MARGOLIS EDELSTEIN**



Jeffrey K. Martin. (DE# 2407)  
Lori Brewington, Esquire (DE# 4522)  
1509 Gilpin Avenue  
Wilmington, DE 19806  
(302) 777-4680  
jmartin@margolisedelstein.com  
*Attorneys for Plaintiff*

DATED: December 5, 2005

## JURY TRIAL DEMANDED

  
Jeffrey K. Martin. (DE#2407)  
Lori Brewington, Esquire (DE#4522)  
1509 Gilpin Avenue  
Wilmington, DE 19806  
*Attorneys for Plaintiff*

**IN THE UNITED STATES DISTRICT COURT  
IN AND FOR THE DISTRICT OF DELAWARE**

**MARLAYNA G. TILLMAN,**

**Plaintiff,**

**v.**

**THE PEPSI BOTTLING GROUP, INC., )  
and TEAMSTERS LOCAL UNION 830, )**

**Defendants.**

**C.A. NO. 04-1314(SLR)**


## JURY TRIAL DEMANDED

## CERTIFICATE OF SERVICE

I, Lori Brewington, do hereby certify that on December 5, 2005, two (2) true and correct copies of the foregoing *Plaintiff's Answers to Defendant The Pepsi Bottling Group, Inc.'s First Set of Interrogatories* were sent via U.S. Mail postage prepaid, to the following:

Daniel Johns, Esquire	Marc. L. Gelman, Esquire
Lucretia C. Clemons, Esquire	Jennings Sigmond, P.C.
Ballard Spahr Andrews & Ingersoll, LLP	The Penn Mutual Street
51st Floor	510 Walnut Street
1735 Market Street	Philadelphia, PA 19106
Philadelphia, PA 19103	

MARGOLIS EDELSTEIN

  
Jeffrey K. Martin. (DE# 2407)  
Lori Brewington, Esquire (DE# 4522)  
1509 Gilpin Avenue  
Wilmington, DE 19806  
*Attorneys for Plaintiff*



My Commission Expires: ADAM GREEBLER  
Notary Public State of New York  
No. 01GR5001894  
Qualified in Queens County  
Commission Expires Sept. 21 2006

**25**

RX Date/Time 11/01/2006 20:06  
11/01/2006 19:51 3024789123

3024789123

P.005

PAGE 05

*Mujib R. Obeidy, M.D. & Associates*

3519 Silverdale Road, Concord Plaza  
Ridgely Building, Suite 102  
Wilmington, DE 19810  
Phone: 302-478-5900  
Fax: 302-478-9123

**Progress Note**

7/7/04

Patient no showed for her last on 6/2/04 appointment. Ms. Tillman's insurance was cancelled, at her request, in September of 2002! This explains why she never gave us the information beforehand and brought the card in only on her last visit here. We have placed several calls to her but none have been returned to date.

Unfortunately, this calls into question her reliability in reporting her symptoms. With the potential of a large settlement from a large corporation, she has the motivation to exaggerate, if not outright lie, to make herself sicker than she actually is.

**Final Diagnosis: Malingering**

**Plan**

Recommend a full neuropsychological battery  
Close case  
Send to storage



**Mujib R. Obeidy, M.D.**

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521-282725

Social Security Number: 521-28-2725Date of Birth (For MVR): 06/06/66Today's Date: 11-29-04

J.B. Hunt Transport, Inc. P.O. Box 859, Lowell, AR 72745 1-800-233-5706

**APPLICATION**

J.B. Hunt Transport, Inc. is an Equal Opportunity Employer and does not discriminate on the basis of race, color, religion, gender, sexual orientation, national origin, ancestry, age, marital status or military status.

Please print plainly and complete all blanks.

Referred By: \_\_\_\_\_

☐ J.B. Hunt Driver's Name \_\_\_\_\_ Alpha Code \_\_\_\_\_

This Application will be considered for thirty days from the date it is submitted. After that time, a new application must be submitted for employment consideration.

Personal Information	
Name:	AKA/Alas:
First: <u>MARLAYNA</u> Middle: <u>GEORGETTE</u> Last: <u>TILLMAN</u> Suffix: <u>III</u> Nickname/Preferred: <u>JET</u>	<u>MARLAYNA</u> <u>GEORGETTE</u> <u>PALMER</u> <u>JET</u>

Do you have a legal right to work in the US? ☒ Yes ☐ No (If hired, proof of status will be required)

Addresses						
*Permanent (Require 3 years of permanent addresses)						
From	To	Street	County	City	State	Zip
<u>11'04 - Present</u>		<u>497 Linden Blvd C-7</u>		<u>Brooklyn</u>	<u>NY</u>	<u>11203 USA</u>
<u>2'02 - 10'04</u>		<u>7 Colony Blvd #111</u>		<u>Wilmington</u>	<u>DE</u>	<u>19802 USA</u>
<u>3'93 - 2'02</u>		<u>2017 S. 71st St</u>		<u>Philadelphia</u>	<u>PA</u>	<u>19142 USA</u>

\*Current Mailing Address

☒ Same as current permanent address

From	To	Street	County	City	State	Zip
<u>11'04 - Present</u>		<u>497 Linden Blvd C-7</u>		<u>Brooklyn</u>	<u>NY</u>	<u>11203 USA</u>

Phone: (718) 771-2212 Cell Phone: (610) 457-9507 E-Mail: mgellman@yahoo.com

Driving School			
School Name	Location	Phone #	Hours
<u>N/A</u>			

Qualifying Questions: (Yes or No, if not, explain in detail)

Question	YES	NO
A. Have you ever had any driving license, permit, or privilege revoked?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
B. Have you ever been convicted for driving under the influence of drugs or alcohol or have a charge pending?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
C. Have you ever been convicted for possession, sale or use of a narcotic drug, amphetamine, or derivative thereof or have a charge pending?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
D. Have you ever been convicted of a crime or have a charge pending?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
E. Have you ever been convicted of an offense involving the use of drugs or alcohol?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. Have you ever tested positive, or refused to test, on any pre-employment drug or alcohol test administered by any company that you applied for, but did not obtain, safety sensitive transportation work covered by DOT agency drug and alcohol testing rules during the past 3 years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
G. Have you ever tested positive on any drug test, or tested at 0.02 or greater on an alcohol test, or refused to take any drug or alcohol test at any previous employer?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Explain yes answer: N/A

Emergency Contact Information			
Name	Address	Phone	Relationship
<u>CAROLYN PALMER</u>	<u>2017 S. 71ST STREET PHILA PA 19142</u>	<u>215-729-2927</u>	<u>mother</u>

Personal References			
Name	Phone	Relationship	
<u>Kennedy Ross</u>	<u>(646) 872-2241</u>	<u>fiencer</u>	
<u>Nate Coleman, Jr.</u>	<u>(215) 888-0831</u>	<u>cousin</u>	

For Office Personnel Use Only Date Received \_\_\_\_\_

Revised 8/2004

Driver Application

1 of 1

PBG 01095

Social Security Number: 521 - 28 - 2725Today's Date: 11/29/04

J.B. Hunt Transport, Inc. P.O. Box 859, Lowell, AR 72745 1-800-233-5706

**Military Service**  
 Military Branch N/A From \_\_\_\_\_ To \_\_\_\_\_ Highest Rank Achieved \_\_\_\_\_ Rank at Discharge \_\_\_\_\_

**Driving License Information (Previous 5 years)**  
 State Number Class Expiration Date Endorsements (Haz. Tank, Double/Triple, Passenger)  
 Current DE 1245004 CPL-A 6/6/2007 Airbrake  
 Previous \_\_\_\_\_  
 Previous \_\_\_\_\_  
 Previous \_\_\_\_\_

**Traffic Convictions and Forfeitures (Past 5 years)**  
 Traffic Violations:  
 Date State Charge Type Vehicle Type Penalty Speed Speed Limit

N/A NONE  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Accident Record (Past 5 years - list all regardless of severity)**  
 Date State Vehicle Type Company (if commercial vehicle) Damage Amt Inj Fatal Ticket? Tows?  
N/A NONE  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Employment History (Past 3 years for all employment and past 10 years of commercial driving)**  
 Begin with your present or most recent job and work backwards in order. Be sure to list all employers for at least 3 years and at least 10 years of employers where you drove commercial motor vehicles. Include all full-time and part-time employment including military service, self-employment, and unemployment periods. Provide a supplemental sheet if all of your employment cannot be listed in the space provided. Telephone numbers are required for all employers.

**Current Period:** If unemployed provide dates from \_\_\_\_\_ to \_\_\_\_\_. Did you receive benefits? ☐ Yes ☒ No

**Current Employer**  
 Name Pepsi Bottling Group Supervisor Kim Rowman  
 Dates of Employment Address 8501 Governor Printz Blvd. (DE) Telephone (302) 761-4848  
 To 6/2001 (month, year) Position held transport driver Rate of Pay 17.30 hr. # of States Driven 3  
 From 5/8/2001 (month, year) Months experience driving: Straight Truck 28 Tractor/Semi-Trailer 28 Doubles/Triples \_\_\_\_\_  
 Flatbed \_\_\_\_\_ Tanker \_\_\_\_\_ Other \_\_\_\_\_  
 Reason for leaving/wanting to leave haven't left / but need higher rate of pay

**Second Last Period:** If unemployed provide dates from \_\_\_\_\_ to \_\_\_\_\_. Did you receive benefits? ☐ Yes ☒ No

**2nd Last Employer**  
 Name \_\_\_\_\_ Supervisor \_\_\_\_\_  
 Dates of Employment Address \_\_\_\_\_ Telephone (\_\_\_\_\_) \_\_\_\_\_  
 To \_\_\_\_\_ (month, year) Position held \_\_\_\_\_ Rate of Pay \_\_\_\_\_ # of States Driven \_\_\_\_\_  
 From \_\_\_\_\_ (month, year) Months experience driving: Straight Truck \_\_\_\_\_ Tractor/Semi-Trailer \_\_\_\_\_ Doubles/Triples \_\_\_\_\_  
 Flatbed \_\_\_\_\_ Tanker \_\_\_\_\_ Other \_\_\_\_\_  
 Reason for leaving \_\_\_\_\_

**Third Last Period:** If unemployed provide dates from \_\_\_\_\_ to \_\_\_\_\_. Did you receive benefits? ☐ Yes ☒ No

**3rd Last Employer**  
 Name \_\_\_\_\_ Supervisor \_\_\_\_\_  
 Dates of Employment Address \_\_\_\_\_ Telephone (\_\_\_\_\_) \_\_\_\_\_  
 To \_\_\_\_\_ (month, year) Position held \_\_\_\_\_ Rate of Pay \_\_\_\_\_ # of States Driven \_\_\_\_\_  
 From \_\_\_\_\_ (month, year) Months experience driving: Straight Truck \_\_\_\_\_ Tractor/Semi-Trailer \_\_\_\_\_ Doubles/Triples \_\_\_\_\_  
 Flatbed \_\_\_\_\_ Tanker \_\_\_\_\_ Other \_\_\_\_\_  
 Reason for leaving \_\_\_\_\_

Social Security Number: 521 . 28 . 2725Today's Date: 11/29/04

J.B. Hunt Transport, Inc. P.O. Box 859, Lowell, AR 72745 1-800-233-5706

Fourth Last Period: 2/2/04 If unemployed provide dates: From 2/2/04 To 2/2/04 Did you receive benefits? Yes ☐ No ☐

<b>4th Last Employer</b> Dates of Employment To _____ (month, year) From _____ (month, year)	Name _____ Supervisor _____
	Address _____ Telephone (____) _____
	Position held _____ Rate of Pay _____ # of States Driven _____
	Months experience driving: Straight Truck _____ Tractor/Semi-Trailer _____ Doubles/Triples _____
	Flatbed _____ Tanker _____ Other _____
Reason for leaving _____	

Fifth Last Period: 2/2/04 If unemployed provide dates: From 2/2/04 To 2/2/04 Did you receive benefits? Yes ☐ No ☐

<b>5th Last Employer</b> Dates of Employment To _____ (month, year) From _____ (month, year)	Name _____ Supervisor _____
	Address _____ Telephone (____) _____
	Position held _____ Rate of Pay _____ # of States Driven _____
	Months experience driving: Straight Truck _____ Tractor/Semi-Trailer _____ Doubles/Triples _____
	Flatbed _____ Tanker _____ Other _____
Reason for leaving _____	

Sixth Last Period: 2/2/04 If unemployed provide dates: From 2/2/04 To 2/2/04 Did you receive benefits? Yes ☐ No ☐

<b>6th Last Employer</b> Dates of Employment To _____ (month, year) From _____ (month, year)	Name _____ Supervisor _____
	Address _____ Telephone (____) _____
	Position held _____ Rate of Pay _____ # of States Driven _____
	Months experience driving: Straight Truck _____ Tractor/Semi-Trailer _____ Doubles/Triples _____
	Flatbed _____ Tanker _____ Other _____
Reason for leaving _____	

Seventh Last Period: 2/2/04 If unemployed provide dates: From 2/2/04 To 2/2/04 Did you receive benefits? Yes ☐ No ☐

<b>7th Last Employer</b> Dates of Employment To _____ (month, year) From _____ (month, year)	Name _____ Supervisor _____
	Address _____ Telephone (____) _____
	Position held _____ Rate of Pay _____ # of States Driven _____
	Months experience driving: Straight Truck _____ Tractor/Semi-Trailer _____ Doubles/Triples _____
	Flatbed _____ Tanker _____ Other _____
Reason for leaving _____	

List all remaining previous employers below in order (Remember - 3 years all employment and 10 years commercial driving):

	From	To	Name	Address	Telephone	Reason for Leaving
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						

Social Security Number: 521-28-2725Today's Date: 11/29/04

J.B. Hunt Transport, Inc. P.O. Box 859, Lowell, AR 72745 1-800-233-5706

**Driver Application - Certifications, Disclaimers, and Acknowledgements**

1) **General Disclaimers:** I understand that J.B. Hunt Transport, Inc., hereafter "J.B. Hunt", is under no obligation to hire me, that any employment I am offered will not be for any specified period of time, that my employment is terminable by either party at will with or without notice or cause, and that no representative of J.B. Hunt has authority to enter into any agreement with me contrary to the foregoing. I understand that nothing contained in my employment application, or in granting of an interview, is intended to create an employment contract between J.B. Hunt and myself for either employment or for the providing of any benefit. I understand that none of the benefits or policies in any handbook issued to me by J.B. Hunt are intended by reason of its publication to confer any rights or privileges to any benefits or policies, or entitle me to remain employed by J.B. Hunt, or to change my status as an "at will" employee (as permitted by law). I understand that all statements and provisions in the handbook are procedural or are a guideline and that J.B. Hunt has the right to change any policy, benefit, or procedure at any time without notice.

2) **Notice of Drug and Alcohol Testing Requirements:** J.B. Hunt is concerned with the health and safety of its employees, as well as the safety of its customers and the motoring public. Therefore, the company requires, as one of the steps of the hiring process and according to Federal Motor Carrier Safety Administration regulations, that all otherwise qualified applicants for employment submit to a drug test. I understand I will be required to provide urine, hair, or other biological samples to be tested for the presence of controlled substances including, but not limited to, marijuana, cocaine, amphetamines, opiates, and phencyclidine. If employed, I will also be required to submit to drug and/or alcohol tests as required by J.B. Hunt's substance abuse policy and/or federal, state, or local regulations. I understand that J.B. Hunt may contract with a third party to assist in the administration of drug and alcohol testing and agree to this party being provided with all information to which J.B. Hunt is entitled and subject to the same confidentiality requirements as J.B. Hunt. I further understand that a confirmed positive drug or alcohol test, or a refusal to test, will disqualify me from consideration for employment or will result in my termination from employment. J.B. Hunt will report the results of drug and alcohol test results in accordance with regulatory requirements, including release to motor carriers and other third parties upon receipt of a properly executed release document. I also understand that a positive result or refusal on a post accident test may result in denial of any Workers Compensation claims I may make as a result of injuries sustained in the accident.

3) **Drug and Alcohol History Release Authorization:** Under the authority granted me by 49 CFR Parts 40 and 382, I hereby authorize and require my previous and/or current employers specifically listed as well as any other person or company provided by me in writing or by verbal interview by whom I was employed or to whom I applied for employment in the three year period preceding the date of this application to release the date, type of test and result of all drug and alcohol test taken by me, including the date and type of test for any refusals by me to take a drug or alcohol test, to the Vice President of Driver Personnel, or the Employment Placement Specialist assigned to process my application at J. B. Hunt. If I tested positive on any controlled substance test, had an alcohol test with a concentration of 0.04 or greater, or refused to take any drug or alcohol test, I also authorize the release of all information concerning my referral to a Substance Abuse Professional (SAP) including all records pertaining to my evaluation and treatment (if required by SAP). I authorize this release by whatever means is most expedient and agree to hold harmless any past employer or any person or company I applied with as well as their employees, agents, or representatives from all liability or damage that may arise from the release of the information specifically authorized here.

4) **Work Record and Consumer Reports Release Authorization:** I hereby authorize, without liability, any person or organization, including but not limited to any educational institution, training facility or any institution whose name I have given as a reference, or by whom I have been previously employed, to furnish J. B. Hunt any information they may have concerning my character, habits, ability, financial responsibility, job performance, reasons for leaving employment. Furthermore, there may be entities that J.B. Hunt does business with which may request investigative reports or consumer reports which apply to my background. In this case, these reports would apply to my assignment to projects related to the customer, permission to be on the customers' premises and to handle its products and other security concerns of the customer. I hereby release all such persons and organizations from any claims for damages of any kind, which may occur to me by reasons of furnishing such information. I hereby authorize any law enforcement agency or court of record to furnish J. B. Hunt information concerning Motor Vehicle Record, or any felony or misdemeanor of which I have been convicted.

5) **Applicant Rights (pursuant to 49 CFR Part 391.23(n) effective October 29, 2004):** I understand that I have the right to review information provided by my previous employers, to have errors corrected by the previous employers and re-sent to J.B. Hunt once corrected, and to have a rebuttal statement attached to any alleged erroneous information should my previous employer and I not agree on the accuracy of the information. I further understand that the information provided by me will be used in making employment determinations and that my previous employers will be contacted for the purpose of investigating my safety performance history information as required by paragraphs (d) and (e) or 49 CFR Part 391.23. Request to review previous employer information must be in writing and mailed to *Driver Personnel - Information Request, PO Box 598, Lowell, AR 72745*.

6) **Agreement to Follow Rules:** If employed, I agree to abide by and observe all company rules, guidelines, and regulations as published by the company or in publicly available regulations or publicly displayed postings. I understand that there is no expectation of privacy for any of my personal property on J.B. Hunt premises, including J.B. Hunt trucks. I consent to and agree that J.B. Hunt may search my personal property located on J.B. Hunt property, along with J.B. Hunt desks, lockers, toolkits, etc. for the purpose of investigating possible violations of company rules or violation of any local, state, or federal law.

7) **Medical Records Release Authorization:** I authorize J.B. Hunt to obtain any medical documentation or information concerning my past or present medical status. I release anyone with such records from any liability, claim, or damages for providing medical information concerning me to J.B. Hunt.

8) **Electronic Records:** I understand that J.B. Hunt uses electronic records and my original paper application will not be retained.

This certifies that this application was completed by me, and that all entries on it and information in it are true and complete to the best of my knowledge. Any falsification could result in denial of employment or termination of employment, if hired.

MARLAYNA TILLMAN  
Applicant Name (Printed)

Marlayna Tillman  
Applicant Signature

11/29/04  
Date



**27**



January 5, 2005

Ms. Marlayna Tillman  
7 Colony Boulevard  
Wilmington, DE 19802

Sent via E-mail, Certified Mail and U.S. Mail

Marlayna,

I am replying to your e-mail regarding our telephone conversation on January 3, 2005.

As you know, on November 22, 2004, you provided PBG with a doctor's note stating that you were seen in the office on November 22, 2004. You represented to PBG that you were medically unable to work. Your doctor excused you from work for the time period of November 22, 2004 through December 22, 2004. An additional doctor's note was faxed to PBG on December 23, 2004 which also represented your inability to work and extended your absence from December 22, 2004 through January 22, 2005. The Wilmington, DE PBG Doctor's Note Policy states that in the event of an absence or personal injury that lasts more than seven (7) calendar days, an employee is required to contact the union to file a Short Term Disability claim. It is also noted that if an employee does not file a Short Term Disability claim, a doctor's note will not be accepted as medical certification. Tracey Drzewiecki reiterated this policy to you in a September 7, 2004 e-mail as a response to your absence from PBG from June 3, 2004 through June 24, 2004. You have been advised numerous times to apply for Short Term Disability if your absence exceeds the 7 day waiting period for Short Term Disability eligibility. As of today, January 5, 2005, you have not applied for Short Term Disability, and have not, therefore, been on an authorized disability leave.

On December 1, 2004, we received confirmation of your employment with J.B. Hunt. During our discussion on January 3, 2005, you acknowledged that you had been actively employed by, and receiving wages from, J.B. Hunt during your current absence from PBG.

It has also come to our attention that you have been actively employed during two previous leaves of absence from PBG which you represented were for medical reasons.

PBG 01555

During the past month and a half, you have provided PBG with two (2) separate doctor's notes excusing you due to your medical inability to work, however, you have not utilized the "out sick line" to report your absences; have not applied for Short Term Disability Leave; and have, in fact, been working somewhere else. At this point PBG considers this behavior job abandonment. If you do not wish to have PBG treat your alternative employment as a resignation, we are forced to terminate your employment for job abandonment and for misrepresentation related to your need for leave and ability to work.

I would like to respond to your comment that your involvement with local community organizations as well as your pending lawsuit provides motivation to treat you differently than other employees. On the contrary, any employee who misrepresented his/her ability to work and then abandoned his/her job to work somewhere else would be terminated. Even if the misrepresentation had not occurred, PBG does not give Personal Leaves to explore other employment opportunities. We are treating your situation absolutely as consistently as we would treat any other employee.

Marlayna, I have notified Danny Grace, your Business Agent for Teamsters Local 830, regarding your termination from PBG. I trust that you will determine your next steps.

Sincerely,

  
Sara Altman

CC: Terry Hatten  
Local 830

PBG 01556

**28**

Report ID: PCHREEPR

PeopleSoft  
EMPLOYEE PROFILEPage No. 1  
Run Date 12/13/2005  
Run Time 08:31:45

Empl ID: 01155487

Tillman, Marlayna G.

National ID: 521282725

Home Address: P O Box 688  
Claymont DE 19703  
USA  
Home Telephone: 302/762-0415

Mailing Address:

## CURRENT EMPLOYMENT

Business Unit:	Mid-Atlantic BU	Job Title:	Delivery Driver - Trlr/Tnsp
Market Unit:	Delaware Valley MU	Job Entry Date:	09/23/2004
Work Location:	Wilmington, DE	Band/Level:	HC2
Hire Date:	05/08/2001	Orig Hire Date:	05/08/2001
Union:	830	Perf Rating:	
Seniority Date:		Comp. Rate:	16.95 Hourly
Department:	010477 Wilmington, DE	Lead Pay:	
GL Pay Type:	0240 Wilmington DE	Seniority Pay:	
Account:	77050013200	Shift Pay:	
AC Function:	Operations	Full-Part:	Full-Time
Job Function:	S&D Selling and Delivery	Empl Type:	Hourly
Job Family:	DIR Direct	FLSA Status:	Nonexempt
		Reg/Temp:	Regular

## SALARY ACTION/DATA HISTORY

Eff Dt/ Status	Action/ Reason	Department/ Title	Perf Rating/ Full-part	Empl Type/ Reg/Temp	Band/ FLSA	Comp Rate/ Frag	Inc. %/ Curr	Std Hrs
12/02/2004 Terminated	TER Job Aband	Wilmington Delivery Driver - Trlr	Full-Time	Hourly Regular	HC2 Nonexempt	16.95 Hourly	0 USD	40
11/22/2004 Leave W/Py	PLA NMedNonOc	Wilmington Delivery Driver - Trlr	Full-Time	Hourly Regular	HC2 Nonexempt	16.95 Hourly	0 USD	40
09/23/2004 Active	DTA ABBR Upda	Wilmington Delivery Driver - Trlr	Full-Time	Hourly Regular	HC2 Nonexempt	16.95 Hourly	0 USD	40
09/19/2004 Active	PAY Lateral	Wilmington Delivery Driver - Trlr	Full-Time	Hourly Regular	HC2 Nonexempt	16.95 Hourly	3.67 USD	40
05/01/2004 Active	DTA Out / Fle	Wilmington General Labor/Ops	Full-Time	Hourly Regular	HC1 Nonexempt	16.35 Hourly	0 USD	40
04/19/2004 Active	RFL RP Ben Lv	Wilmington General Labor/Ops	Full-Time	Hourly Regular	HC1 Nonexempt	16.35 Hourly	0 USD	40
01/01/2004 Leave W/Py	PAY Pay Adjus	Wilmington General Labor/Ops	Full-Time	Hourly Regular	HC1 Nonexempt	16.35 Hourly	1.238 USD	40
11/07/2003 Leave W/Py	PLA NMedNonOc	Wilmington General Labor/Ops	Full-Time	Hourly Regular	HC1 Nonexempt	16.15 Hourly	0 USD	40
09/23/2003 Active	DTA ABBR Upda	Wilmington General Labor/Ops	Full-Time	Hourly Regular	HC1 Nonexempt	16.15 Hourly	0 USD	40
07/07/2003 Active	PAY Lateral	Wilmington General Labor/Ops	Full-Time	Hourly Regular	HC1 Nonexempt	16.15 Hourly	0 USD	40
06/14/2003 Active	DTA PS Payrol	Wilmington Warehouse Person	Full-Time	Hourly Regular	HC1 Nonexempt	16.15 Hourly	0 USD	40
03/25/2003 Active	PAY End T-Dut	Wilmington Warehouse Person	Full-Time	Hourly Regular	HC1 Nonexempt	16.15 Hourly	0 USD	40

PBG 00267

Report ID: PCHREEPR

PeopleSoft  
EMPLOYEE PROFILEPage No. 2  
Run Date 12/13/2005  
Run Time 08:31:45

Empl ID: 01155487

Tillman, Marlayna G.

National ID: 521282725

01/19/2003	PAY	Wilmington		Hourly	HCI	16.15	0	40
Active	Beg T-Dut	Warehouse Person	Full-Time	Regular	Nonexempt	Hourly	USD	
01/10/2003	PAY	Wilmington		Hourly	HCI	16.15	0	40
Active	End T-Dut	Warehouse Person	Full-Time	Regular	Nonexempt	Hourly	USD	
01/01/2003	PAY	Wilmington		Hourly	HCI	16.15	2.54	40
Active	Adj - H&C	Warehouse Person	Full-Time	Regular	Nonexempt	Hourly	USD	
12/27/2002	PAY	Wilmington		Hourly	HCI	15.75	0	40
Active	Beg T-Dut	Warehouse Person	Full-Time	Regular	Nonexempt	Hourly	USD	
10/20/2002	RPL	Wilmington		Hourly	HCI	15.75	0	40
Active	RF Ben Lv	Warehouse Person	Full-Time	Regular	Nonexempt	Hourly	USD	
10/09/2002	DTA	Wilmington		Hourly	HCI	15.75	0	40
Leave W/Py	ABSR Upda	Warehouse Person	Full-Time	Regular	Nonexempt	Hourly	USD	
09/22/2002	PLA	Wilmington		Hourly	HCI	15.75	0	40
Leave W/Py	Layoff Pd	Warehouse Person	Full-Time	Regular	Nonexempt	Hourly	USD	
08/26/2002	DTA	Wilmington		Hourly	HCI	15.75	0	40
Active	Conversio	Warehouse Person	Full-Time	Regular	Nonexempt	Hourly	USD	
07/28/2002	PAY	Wilmington		Hourly	HLV	15.75	48.909	40
Active	Jb Chg-Ha	Warehouse Person	Full-Time	Regular	Nonexempt	Hourly	USD	
12/31/2001	PAY	Wilmington		Excep Hrly	B	22,600.00	0	40
Active	Pay Adjus	Merchandiser	Full-Time	Regular	Nonexempt	Annual	USD	
05/08/2001	HIR	Wilmington		Excep Hrly	B	22,000.00	0	40
Active	New Hire	Merchandiser	Full-Time	Regular	Nonexempt	Annual	USD	

## PRIOR WORK EXPERIENCE

Employer	Start	End	Title
Nat-X Communications	04/01/1999		Installer
Suburban Cable TV	03/01/1993	04/01/1999	Dispatcher

## EDUCATION

School	Major	Degree	Date
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## LANGUAGES

Language	Native	Speak	Read	Write
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PBG 00268

**29**



Name	Hire Date	Seniority Date	Union Seniority Date
Operations			
Slattery, Joseph A.	3/21/69	3/21/69	3/21/69
Earl, Ron S.	1/16/78	1/16/78	1/16/78
Fairclark, James L.	2/17/73	2/8/82	12/17/73
McSweeney, Brian	9/19/83	9/19/83	9/19/83
Saunders, Richard	2/3/86	2/3/86	2/3/86
McConde, William J.	6/22/87	6/22/87	6/22/87
Bowman, Kenneth D.	9/8/87	9/8/87	9/8/87
Cameron, Jr., John K.	1/17/88	1/17/88	1/17/88
Stanley, Jeffery S.	2/29/88	3/20/89	3/20/89
Karnal, Stephen J.	4/3/89	1/8/90	1/8/90
Meadow, Robin	2/5/90	2/5/90	2/5/90
Gephart, Daniel A.	1/2/90	2/26/90	2/26/90
Finney, Roward L.	12/13/89	2/26/90	2/26/90
Barnby, Marshall L.	7/9/90	9/24/90	9/24/90
Epper, Jr., Ernest	5/21/90	9/24/90	9/24/90
Faulkner, Louis H.	5/22/90	9/24/90	9/24/90
Henderson, Bruce	3/24/80	7/8/91	7/8/91
Lewis, Howard M.	4/25/91	7/29/91	7/29/91
Spencer, Peyton E.	4/12/91	7/29/91	
Morrison, William C.	12/8/86	5/11/91	
Flowers, Ronald A.	8/11/90	11/16/91	
Richens, David	7/8/91	8/1/91	
Turner, Jr., Ernest S.	9/3/92	8/23/93	8/23/93
Coggins, Jr., Robert H.	5/10/93	6/6/94	6/6/94
McClain, Jr., Charlie	4/11/95	4/11/95	4/11/95
Garson, David G.	4/25/94	5/3/95	5/3/95
Wright, Brent	5/25/95	5/25/95	5/25/95
Campbell, John R.	4/20/93	7/31/95	10/12/93
Williams, Sr., James K.	11/27/95	11/27/95	11/27/95
Miller, Daniel J.	12/11/95	12/11/95	12/11/95
Bing, Eric	5/31/96	5/31/96	5/31/96
McComick, Jr., James J.	6/10/96	6/10/96	6/10/96
Roark, Michael S.	5/2/98	5/2/98	5/2/98
Abate, Patrick	2/6/95	3/30/98	3/30/98
Purdy, Harold A.	5/4/98	5/4/98	5/4/98
Corrigan, Jeffrey M.	5/18/98	5/18/98	5/18/98
Westenberger, Jr., Francis	5/18/98	5/18/98	5/18/98
Matthews, Merrill James	1/28/99	2/8/99	2/8/99
O'Hara, Shawn M.	1/26/99	1/26/99	1/26/99
Smith, Nathan	8/24/90	2/28/00	2/28/00
Wise, John	1/20/00	1/20/00	1/20/00
Stewart, Bernard J.	5/15/00	5/15/00	5/15/00
Pomorski, Joseph	12/31/98	3/7/00	3/7/00
Shemard, Matthew	8/11/00	8/14/00	8/14/00
Stone, Vincent E.	1/30/01	1/30/01	1/30/01
Thomas, Cleavon	5/7/01	5/7/01	5/7/01
Gephart, Dwight A.	5/23/01	5/23/01	5/23/01
Brister, Ronald Derrick	6/17/96	9/17/01	9/17/01
DiProspero, Gary	8/11/95	2/11/02	2/11/02
Clear, Jr., James V.	1/11/02	1/11/02	1/11/02
Eastlack, Gino	5/6/02	5/6/02	5/6/02
Lewis, Harry	6/17/02	6/17/02	6/17/02
Robles, Santos	7/9/02	7/9/02	7/9/02
Timan, Melvynna	5/8/01	7/29/02	7/29/02
Walt, William	3/5/02	8/5/02	8/5/02
Beck, William	10/31/88	3/26/02	3/26/02





**30**

USDC, District of Delaware  
Civil Action No. 04-1314

Tillman v. The Pepsi Bottling Group, Inc., et al  
Deposition of Sara Swartz Altman

Wednesday  
February 28, 2007

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1 IN THE UNITED STATES DISTRICT COURT  
2 FOR THE DISTRICT OF DELAWARE  
3 CIVIL ACTION NO. 04-1314

4 MARLAYNA G. TILLMAN,  
5 Plaintiff,

6 vs.

7 THE PEPSI BOTTLING GROUP, INC.  
8 AND TEAMSTERS LOCAL UNION 830,  
9 Defendants.

10 -----  
11 WEDNESDAY, FEBRUARY 28, 2007  
12 -----

13 Oral sworn deposition of SARA SWARTZ  
14 ALTMAN, taken at the law offices of BALLARD, SPAHR,  
15 ANDREWS & INGERSOLL, 1735 Market Street,  
16 Philadelphia, Pennsylvania, on the above date,  
17 commencing at 10:00 a.m., there being present:

18 J. STEPHEN WOODSIDE, ESQUIRE  
19 One Montgomery Plaza, suite 605  
20 Norristown, Pennsylvania 19401  
21 Attorney for Plaintiff.  
22 -----

23 TATE & TATE  
24 The Lexington Building, Suite 5  
25 180 Tuckerton Road  
Medford, New Jersey 08055  
(856) 983-8484 - (215) 735-9088

USDC, District of Delaware  
Civil Action No. 04-1314

Tillman v. The Pepsi Bottling Group, Inc., et al  
Deposition of Sara Swartz Altman

Wednesday  
February 28, 2007

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<p>1 A. Yes.</p> <p>2 Q. It is a non-union position?</p> <p>3 A. Merchandising?</p> <p>4 Q. Merchandising.</p> <p>5 A. Yes.</p> <p>6 Q. If it's not a department, what is it?</p> <p>7 A. It is a job title.</p> <p>8 Q. It is a non-union job title. The job title</p> <p>9 is to describe what those duties are?</p> <p>10 MS. CLEMONS: Objection. Asked and</p> <p>11 answered.</p> <p>12 Q. It describes the duties.</p> <p>13 MS. CLEMONS: Sara, you can answer</p> <p>14 again, but you don't have to change the answer.</p> <p>15 A. I don't think a title describes the duties.</p> <p>16 Q. What do you think it describes?</p> <p>17 A. It is their title.</p> <p>18 Q. What's it describing?</p> <p>19 A. Their position.</p> <p>20 Q. And the position will, in turn, allow me to</p> <p>21 know what that person's duties are, right?</p> <p>22 A. I don't know.</p> <p>23 Q. Well, if Miss Tillman is working in</p> <p>24 merchandising, that's a non-union position. What's</p> <p>25 her job title in merchandising by way of example?</p>	<p>1 in sales.</p> <p>2 Q. Before she entered the union?</p> <p>3 MS. CLEMONS: Let her finish her</p> <p>4 answer. Go ahead, Sara.</p> <p>5 Q. Is that the sales department as it appears?</p> <p>6 MS. CLEMONS: Let her finish her</p> <p>7 answer. She wasn't done.</p> <p>8 A. She worked in the sales department with the</p> <p>9 job title as merchandiser.</p> <p>10 Q. Was that the sales department that appears</p> <p>11 on page 17 of Altman 9? She is in that department?</p> <p>12 A. She is not in the sales department as</p> <p>13 defined here.</p> <p>14 Q. She is in some other sales department?</p> <p>15 MS. CLEMONS: Objection.</p> <p>16 Q. What sales department is she in?</p> <p>17 A. It is a department that is not defined in</p> <p>18 here because there are non-union jobs within the</p> <p>19 sales department.</p> <p>20 Q. They just don't appear here, right?</p> <p>21 A. That's not part of the contract.</p> <p>22 Q. But it is part of the makeup of the</p> <p>23 company's organization, right?</p> <p>24 A. Say that again.</p> <p>25 Q. She is part of the makeup of the company's</p>
Page 95	Page 97
<p>1 A. Merchandising.</p> <p>2 MS. CLEMONS: Objection.</p> <p>3 MR. WOODSIDE: She is answering.</p> <p>4 MS. CLEMONS: That's not what she</p> <p>5 said. It's not a department. It is a job title.</p> <p>6 MR. WOODSIDE: She is answering the</p> <p>7 question.</p> <p>8 MS. CLEMONS: She answered it three</p> <p>9 times already. You keep asking her the same thing</p> <p>10 over and over again.</p> <p>11 MR. WOODSIDE: Well, when she is --</p> <p>12 MS. CLEMONS: It is getting harassing</p> <p>13 and ridiculous.</p> <p>14 Q. Whether she is in merchandising, we know</p> <p>15 she is in merchandising.</p> <p>16 A. What do you mean by in merchandising?</p> <p>17 Q. She is working in merchandising in some</p> <p>18 non-union position at Pepsi? You are shaking your</p> <p>19 head no.</p> <p>20 A. No.</p> <p>21 Q. Before Miss Tillman entered the union you</p> <p>22 need to tell me what her job was, what the title was</p> <p>23 and what the duties were. Maybe we can straighten</p> <p>24 this out.</p> <p>25 A. Okay. She worked in the sales department</p>	<p>1 organization? She is in sales doing work with a job</p> <p>2 title as merchandiser working non-union -- working</p> <p>3 in a non-union capacity?</p> <p>4 A. Yes.</p> <p>5 Q. Is that on any kind of organizational chart</p> <p>6 or document in anyway laying that out, that you are</p> <p>7 aware of?</p> <p>8 A. Is what?</p> <p>9 Q. The job of merchandiser, at least job title</p> <p>10 merchandiser as being part of sales but not part of</p> <p>11 sales appearing in Altman 9, does that appear in any</p> <p>12 kind of chart that you are aware of?</p> <p>13 A. A chart, no.</p> <p>14 Q. No kind of organizational or structure</p> <p>15 chart of the plant would show that to me?</p> <p>16 A. I never did a chart for an hourly position.</p> <p>17 Q. You never saw one?</p> <p>18 A. No.</p> <p>19 Q. Who is the manager of the sales department</p> <p>20 when Miss Tillman did the work with job title</p> <p>21 merchandiser?</p> <p>22 A. Jack Crilley.</p> <p>23 Q. Spell it please.</p> <p>24 A. C-R-I-L-L-E-Y.</p> <p>25 Q. Who was the manager of the sales department</p>

25 (Pages 94 to 97)

(856) 983-8484

Tate & Tate, Inc.  
180 Tuckerton Road, Suite 5, Medford, NJ 08055

(800) 636-8283

USDC, District of Delaware  
Civil Action No. 04-1314

Tillman v. The Pepsi Bottling Group, Inc., et al  
Deposition of Sara Swartz Altman

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<p>1 when Miss Tillman was doing conventional work when 2 she had the job title merchandiser up until July of 3 2002, do you know? 4 MS. CLEMONS: Objection. 5 Q. Do you know? 6 A. Define what you mean by conventional work. 7 Q. Maybe you have to because I thought you 8 took an affidavit. Did you take an affidavit? 9 A. Yes. 10 Q. On — 11 MS. CLEMONS: Objection. It's not an 12 affidavit. 13 MR. WOODSIDE: It's a verification. 14 It is the same thing. I would like you to explain 15 it. 16 MS. CLEMONS: I'm just saying for 17 clarification. I would think you would know the 18 difference between an affidavit and a verification, 19 Mr. Woodside. 20 Q. Did you take a verification on December 14, 21 2006? 22 A. Yes. 23 Q. Without getting too tied down on this, 24 because it is later on, but you described Miss 25 Tillman temporarily assigned to perform</p>	<p>1 department? 2 MS. CLEMONS: That's not what she 3 said. 4 Q. I'm asking you, is that a different 5 conventional department? 6 A. I said there were union and non-union rules 7 in the conventional if we want to call it area, 8 section of sales, whatever it may be. 9 Q. So Altman 9 defines conventional in the 10 context of union work in sales, we know that, right? 11 A. Yes. 12 Q. Where could I go to find a definition of a 13 conventional work that would be taking place in 14 sales that would be non-union work? Where would I 15 go to find that description of the job? 16 A. You would look at a job description. 17 Q. A job description of what? 18 A. Merchandiser. 19 Q. Would that say what department this 20 merchandiser job title would be in? 21 A. I don't think it says sales. 22 Q. Does the employee know where the employee 23 is working when they are performing merchandising 24 duties? Do they know what department they are in? 25 A. I'm not an employee. I mean I'm not —</p>
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<p>1 merchandising duties in the conventional department, 2 right? You did that? You said that? 3 A. I said that but department meaning sales 4 department, conventional meaning an area of sales. 5 Q. So the merchandising duties that she is 6 performing as a non-union employee are in the sales 7 department, right? 8 A. Yes. 9 Q. And the conventional department duties that 10 you are saying she was working in beginning November 11 of 2001 or also in what department? 12 A. Sales. 13 Q. And that was not the — you are telling me 14 then that's not the conventional department 15 appearing as a sales department in Altman 9? It's 16 not that department? 17 A. Can you repeat the question? 18 Q. The conventional department that you 19 referenced that she was working, that she was 20 performing merchandising duties in beginning 21 November of 2001 is in the sales department and 22 that's not the sales department that the 23 conventional department appears in on Altman 9? 24 MS. CLEMONS: Objection. 25 Q. Is that a different conventional</p>	<p>1 Q. The context of what you know, because Miss 2 Tillman was — by what you say in that context, 3 would that employee know what department that they 4 are working in when they are working as a 5 merchandiser? 6 A. An employee should know that they are part 7 of the sales department. Can I say that they know? 8 I can't speak for an employee. 9 Q. What work is done under sales appearing on 10 page 17 of Altman 9? 11 A. I don't know. 12 Q. What work is on premises in the sales 13 department? 14 A. Vending machines and what they call bag in 15 a box, a fountain. This is old and hasn't been 16 cleaned up. So combo is no longer part of this. 17 Q. As of what year? 18 A. I don't know. 19 Q. Did it happen when you were there? 20 A. No. 21 Q. After you left? 22 A. No. 23 Q. When did it happen? 24 A. Before I got there. 25 Q. This contract is for the period January 1,</p>

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<p>1 A. I'm not confused. 2 Q. Are you confused about the date? 3 MS. CLEMONS: Are you going to take 4 this tone? Your tone is rude, condescending and 5 unnecessary. 6 MR. WOODSIDE: Stop peppering up the 7 transcript like you always like to do. I have done 8 nothing. 9 MS. CLEMONS: If you don't change your 10 tone, we will not continue this deposition. You 11 will not harass and you will not be rude to my 12 witness. Do you understand me? 13 MR. WOODSIDE: Listen, let me say 14 something before we go on. You are not going to 15 pepper up and patronize the transcript by saying 16 misstatements and untruths, okay. We have been very 17 kind and generous and considerate here. I'm only 18 trying to get information. You just have some 19 attitude about everybody. 20 Q. Let's go back. November of 2001, do you 21 know where you got the date from? 22 A. Memory, something I would have put in my 23 notes. 24 Q. Well, you are taking a verification. That 25 means that you are declaring under penalty of</p>	<p>1 A. I don't know what you mean by write. 2 Q. Did you write out this information or type 3 out this information yourself? 4 A. No. 5 Q. Who typed it? 6 A. I don't know. 7 Q. Well, did you -- 8 A. I don't know who typed it. 9 Q. Did you provide this information to 10 somebody who typed it out? 11 MS. CLEMONS: Objection. 12 Attorney/client privilege. 13 MR. WOODSIDE: You are asserting a 14 privilege? 15 MS. CLEMONS: As a privilege as to who 16 she provided information to and who drafted this, 17 yes. 18 Q. You are still signing this under penalty, 19 so therefore it's true and correct, right, this 20 information? 21 A. Yes. 22 Q. You say the plaintiff was temporarily 23 assigned to perform merchandising duties in the 24 conventional department. I will ask you how long 25 was she temporarily assigned?</p>
Page 127	Page 129
<p>1 perjury that the foregoing is true and correct? 2 A. Yes. 3 MS. CLEMONS: She said to the best of 4 her memory that's what she has. 5 MR. WOODSIDE: I'm asking her about 6 paragraph 21. 7 Q. Can you look at that. Look at paragraph 8 21. Is this the terms under which you signed this 9 document? 10 A. Yes. 11 Q. So you are saying under penalty of perjury, 12 you know what that is? 13 A. Yes. 14 Q. I mean that means something could happen -- 15 MS. CLEMONS: You know what, knock it 16 off with that. Stop trying to intimidate my 17 witness. You are trying to intimidate her and I'm 18 not going to allow it. 19 Q. Did you sign? 20 MS. CLEMONS: She said she signed it. 21 It says what it says and we're not going to keep 22 going over that. 23 Q. Did you write this, Altman, Sara Swartz 24 Altman who signed it, did you write this 25 verification?</p>	<p>1 A. To the best of my knowledge, five or six 2 months. 3 Q. That's a temporary assignment? 4 A. Yes. 5 Q. Can you think of any other employee who was 6 doing merchandising work like Tillman who was 7 temporarily assigned to perform these kinds of 8 duties in the conventional department that you have 9 described here? Anybody else? 10 A. Yes. 11 Q. Who? 12 A. Matt Fields. 13 Q. Matt Fields? 14 A. Uh-huh. 15 Q. Spell his name please. 16 A. F-I-E-L-D-S. 17 Q. Where is he today? 18 A. I don't know. 19 Q. Is he with Pepsi? 20 A. Not to my knowledge. 21 Q. Do you know when he left? 22 A. Maybe 2001. 23 Q. Did he perform the same kind of duties you 24 are describing Tillman did here during the time 25 Tillman did it?</p>

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<p>1 A. He did not do the space race. 2 Q. Was Tillman the only one doing the space 3 race as you described here in paragraph four? 4 A. What do you mean by as described? 5 Q. Well, you described she is assisting with 6 the space race campaign. During the time Tillman 7 was temporarily assigned was she the only one? 8 A. She was not the only person. 9 Q. Matt Fields was there also? 10 A. Matt Fields was not there. 11 Q. Who else was doing the space race with Miss 12 Tillman? 13 A. Craig Nelson. 14 Q. Craig Nelson. 15 You gave me Craig Nelson as a sales 16 manager? 17 A. Uh-huh. 18 MS. CLEMONS: You have to say yes or 19 no. 20 A. Yes. 21 Q. He was a sales manager? 22 A. He was a territory coordinator. 23 Q. He wasn't in the union, was he? 24 A. No. 25 Q. He was also a sales manager when he was</p>	<p>1 Q. Do you know whether the union complained 2 that a supervisor was performing union work at the 3 time? 4 A. Do I know if? 5 Q. Did that come up? 6 A. I don't remember. 7 Q. Does that violate any part of the 8 bargaining unit, do you know, if a supervisor who 9 was supervising union work or union employees would 10 be performing work that other union members should 11 be doing? 12 MS. CLEMONS: Objection. There is no 13 fact in evidence that it was union work. Where does 14 it say space race was union work? Where do you get 15 that? 16 MR. WOODSIDE: I'm getting there. 17 MS. CLEMONS: I think that's the 18 union's portion to assert, certainly not Miss 19 Tillman's. 20 Q. At the time she is doing this for how many 21 months did you tell me she did it, five? 22 A. I told you that she worked with Craig 23 Nelson's realm for approximately five months. 24 Q. She was reporting to Mr. Nelson at the time 25 that she was working on space race?</p>
Page 131	Page 133
<p>1 assisting in space race? 2 A. He was a territory coordinator. He 3 assisted in the space race. 4 Q. Is this a manager? 5 A. He managed others. 6 Q. What was he managing himself when he was 7 performing in the space race? 8 A. Was he managing himself? 9 Q. Was he managing himself? 10 A. I'm not sure what you mean by that 11 question. 12 Q. Who was he managing union or non-union? 13 A. He was managing both union and non-union. 14 Q. In the space race, both union and non-union 15 at the time? Was he managing both union and 16 non-union at the time that he was working in space 17 race with Tillman? 18 MS. CLEMONS: Objection, compound. 19 Q. Was he? 20 MS. CLEMONS: I don't understand what 21 the question is after all that. 22 Q. Was he managing union and non-union 23 employees at the time that he was working space race 24 with Tillman or during the time she was working? 25 A. Yes.</p>	<p>1 A. I believe he was one of the people that she 2 reported into. 3 Q. Who else was working with Miss Tillman who 4 would be on the non-union side of the sales work 5 force during the period she did space race? 6 A. In an hourly capacity? 7 Q. Hourly or salary. 8 A. No one else that I can think of. 9 Q. Was Nelson, could we call him a supervisor 10 during that time period? 11 A. Yes. 12 Q. He was also in that regard a manager, 13 right? 14 A. He managed others. 15 Q. Both union and non-union? 16 A. Yes. 17 Q. Did he work the entire five months that 18 Miss Tillman was working in space race? 19 A. Did he work the entire five months? 20 Q. Yes, in a similar capacity that Miss 21 Tillman would have been working space race? 22 A. Are you asking if he was employed or are 23 you asking what job duty he held? 24 Q. Was he doing the things that Tillman was 25 doing in space race during the same five months</p>

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<p style="text-align: right;">Page 134</p> <p>1 Tillman was doing it?</p> <p>2 A. Craig did a variety of things. He may have</p> <p>3 helped out with the space race, but Craig did the</p> <p>4 general territory coordinator responsibilities.</p> <p>5 Q. Now, you say she was performing</p> <p>6 merchandising duties in the conventional department.</p> <p>7 Do you see that? You are calling conventional a</p> <p>8 department.</p> <p>9 A. It was a mistake. I tried to clarify it</p> <p>10 earlier today.</p> <p>11 Q. Well, when you wrote this, what did you</p> <p>12 mean? What did you mean by conventional department</p> <p>13 when you wrote this?</p> <p>14 A. Section.</p> <p>15 Q. Conventional section?</p> <p>16 A. Of the sales department.</p> <p>17 Q. But when you wrote it, you weren't</p> <p>18 accurate, is that what you are saying about</p> <p>19 conventional department?</p> <p>20 MS. CLEMONS: Objection. She said she</p> <p>21 didn't write it.</p> <p>22 Q. You provided the information under</p> <p>23 verification; is that right? You provided this</p> <p>24 information?</p> <p>25 A. Yes.</p>	<p style="text-align: right;">Page 136</p> <p>1 Q. Go ahead, Sara.</p> <p>2 A. Today when we clarified what department</p> <p>3 meant on the contract I want to be clear that</p> <p>4 conventional is part of the sales department as you</p> <p>5 outlined in the contract today and we agreed to call</p> <p>6 it sub department or subsections, which is what the</p> <p>7 conventional area is.</p> <p>8 Q. Well, I've got conventional rep.</p> <p>9 A. Okay.</p> <p>10 Q. And you were giving me all of the union</p> <p>11 positions in the sales department and conventional</p> <p>12 rep was the context that you used the word</p> <p>13 conventional, right? Do you remember that?</p> <p>14 A. I gave you conventional rep and you asked</p> <p>15 me to list union job positions, union job titles.</p> <p>16 Q. Right.</p> <p>17 A. For the conventional sub department. I</p> <p>18 gave you that job title.</p> <p>19 Q. Conventional sub department is appearing in</p> <p>20 the bargaining unit, right, on that one page?</p> <p>21 A. As we agreed to discuss.</p> <p>22 Q. That's the conventional, is that -- that's</p> <p>23 the conventional department you are referring to</p> <p>24 here in paragraph four of Altman 11, right?</p> <p>25 A. What I was referring to was the</p>
<p style="text-align: right;">Page 135</p> <p>1 Q. These are your words?</p> <p>2 A. I provided this information.</p> <p>3 Q. But the conventional department is used</p> <p>4 here, those are your words?</p> <p>5 MS. CLEMONS: Okay, we're done with</p> <p>6 this. If you keep --</p> <p>7 MR. WOODSIDE: Why?</p> <p>8 MS. CLEMONS: She answered that</p> <p>9 question four times. She will not answer it again.</p> <p>10 You are being harassing. We're done with that</p> <p>11 section.</p> <p>12 Q. When did you change your mind? This is</p> <p>13 your verification, ma'am. I am trying to figure out</p> <p>14 what you are writing, okay.</p> <p>15 A. Yes.</p> <p>16 Q. When did you change your mind about what</p> <p>17 conventional department means here in paragraph</p> <p>18 four?</p> <p>19 A. In the context of how you used it today.</p> <p>20 Q. Something I asked?</p> <p>21 MS. CLEMONS: Let her finish.</p> <p>22 MR. WOODSIDE: You don't need to yell.</p> <p>23 Stop interrupting her.</p> <p>24 MS. CLEMONS: You are interrupting</p> <p>25 her.</p>	<p style="text-align: right;">Page 137</p> <p>1 conventional side, which is probably the best way I</p> <p>2 can put it. The conventional side is the side of</p> <p>3 the sales department that delivers to basically</p> <p>4 anything but a grocery store and it varies between</p> <p>5 Wal*Mart and K-Marts and Sam's Club.</p> <p>6 Q. And that's union rate work, right?</p> <p>7 A. No.</p> <p>8 Q. It's both union and non-union rate work?</p> <p>9 Is that what that is?</p> <p>10 A. What do you mean by rate?</p> <p>11 Q. You get a union rate if you are doing</p> <p>12 conventional department work in the bargaining unit</p> <p>13 as it appears and then you are telling me now there</p> <p>14 must be some non-union rate that would also be</p> <p>15 applicable to a merchandiser doing conventional</p> <p>16 department work? Is that what you are saying now?</p> <p>17 MS. CLEMONS: Objection. You are</p> <p>18 mischaracterizing. You don't have to -- explain it</p> <p>19 to the best of your ability. You don't have to be</p> <p>20 boxed in by his question.</p> <p>21 A. Okay. So what would you like me to explain</p> <p>22 to you?</p> <p>23 Q. The conventional department here in</p> <p>24 paragraph four is, that's both, is that all of the</p> <p>25 conventional department work that would be union and</p>

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1 Q. Is that because --  
2 A. Maybe if you break it up into smaller  
3 pieces.  
4 Q. I have a conventional rep on the sales, in  
5 the sales department getting a union rate under the  
6 bargaining unit agreement. That's a union job,  
7 right?  
8 A. The duties I described are union job, the  
9 conventional rep.  
10 Q. And for this limited period of time when  
11 the rep can't do that work, I've got what you  
12 described as a helper doing the same work that the  
13 rep can't do because of some circumstance or injury  
14 or temporary assignment, right?  
15 A. As I said before, they are not doing all  
16 the duties.  
17 Q. But they are doing some of those duties.  
18 They are doing the work the rep can't do. Let's  
19 stick with that hypothetical, right?  
20 A. So hypothetically they are performing  
21 duties that a restriction from the doctor says that  
22 the rep can't do?  
23 Q. Well, or other reasons that you gave me  
24 earlier about why there would be a helper needed,  
25 right?

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1 they were helping.  
2 Q. That's the reason why, they are helping?  
3 A. I have never known Pepsi to require to the  
4 best of my knowledge, a non-union employee to go  
5 into the union.  
6 Q. Well, when that non-union employee starts  
7 doing bargaining union work under one of the many  
8 categories, isn't that employee required to enter  
9 the union under the bargaining agreement between  
10 Pepsi and the union?  
11 MS. CLEMONS: Objection. Objection.  
12 A. If an employee is doing union work as  
13 agreed upon by the union with the job description  
14 then the employee is a union employee. I think we  
15 said earlier the union may argue that if there is a  
16 gray line there, but we don't require people, if you  
17 are not in a union job description, we don't require  
18 you to pay union dues.  
19 Q. Well, union dues is only one piece. You  
20 require, the union would require entering the union  
21 right? That's what the union would be taking the  
22 position on?  
23 MR. GELMAN: Let's go off the record  
24 for a second.  
25 (Discussion off the record.)

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1 MS. CLEMONS: It is your question,  
2 frame it. Ask her a question.  
3 Q. Just follow me. We have a helper now who  
4 is now doing the conventional rep work for whatever  
5 reason, right?  
6 A. No.  
7 Q. No. He is doing some of the work the rep  
8 can't do. You have told me that already.  
9 A. Yes, he is doing some of the work.  
10 Q. And so for the time period that person is  
11 doing some of that work, for the length of that  
12 assignment, have you ever known Pepsi to have that  
13 helper go into the union or require that the worker,  
14 that employee going into the union because of the  
15 work that she or he is doing?  
16 A. Have I ever known Pepsi to require a  
17 non-union helper to go into the union?  
18 Q. Because they are doing the work that the  
19 rep can't do?  
20 MS. CLEMONS: Objection. Same  
21 objection.  
22 Q. Has that ever happened?  
23 A. I have never known, to the best of my  
24 knowledge, of a non-union employee being a helper  
25 and Pepsi required them to go into the union because

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1 (At which time a lunch break was  
2 taken.)  
3 Q. We're back on and do you have Altman 11 in  
4 front of you?  
5 A. Yes.  
6 Q. I just want to go over something you said  
7 earlier. Aside from Matt Fields and Craig Nelson,  
8 there were no other non-union employees in the  
9 Wilmington plant working on the space race campaign  
10 during the time that Miss Tillman worked on it?  
11 A. No.  
12 MS. CLEMONS: Objection. Go ahead.  
13 It misstates her previous testimony.  
14 A. Yes. When I was giving the list of names  
15 with Matt Fields you asked me who else worked as a  
16 helper that was non-union. To the best of my  
17 knowledge, Marlayna Tillman was the only  
18 merchandiser that worked in the space race.  
19 Q. What was Matt Fields' position?  
20 A. Merchandiser.  
21 Q. He was a non-union merchandiser?  
22 A. Yes.  
23 Q. And Craig Nelson is the other person that  
24 we talked about, right?  
25 A. Yes.

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<p>1 Q. Those are the three people, three employees 2 in the Wilmington plant who worked the space race 3 campaign? 4 MS. CLEMONS: Objection. Misstates. 5 Q. Who were non-union workers during the time 6 that Tillman was working? 7 MS. CLEMONS: Objection. Misstates 8 her testimony. Go ahead. 9 A. No. Matt Fields did not work on the space 10 race. I said to the best of my knowledge Marlayna 11 Tillman was the only merchandiser that worked on the 12 space race. 13 Q. What was Fields' department? 14 A. Fields did not work space race. 15 Q. But Fields worked — where was Fields 16 working when you gave me his name along with Craig 17 Nelson? For the five months Tillman was working 18 space race you gave me Matt Fields' name and some 19 category. What was it? 20 MS. CLEMONS: Objection. Misstates 21 her testimony. 22 Q. I just asked you a question. 23 A. Can you repeat it? 24 Q. You gave me Matt Fields as a name during 25 the five months that Marlayna Tillman was working</p>	<p>1 MR. WOODSIDE: What's the matter over 2 there? 3 MS. CLEMONS: You know what, 4 Mr. Woods, asked your questions and move on. 5 Q. Who else besides Matt Fields who was 6 helping conventional reps in their work in 2001, 7 2002, 2003, 2004? 8 A. Mark Maragus. 9 Q. Can you spell his name please? 10 A. M-A-R-A-G-U-S. I could be wrong though. 11 Q. Who else? 12 A. Dave Zimbala. I can't remember how to 13 pronounce it. 14 Q. Anybody else? 15 A. That I can remember. 16 Q. What department or job title did Mark 17 Maragus have? 18 A. Job title, merchandiser. 19 Q. Non-union? 20 A. Yes. 21 Q. What about Dave Zimbala? 22 A. Non-union merchandiser. 23 Q. Do you know what time period Mr. Maragus is 24 doing this work as helper? 25 A. I don't remember the time period.</p>
Page 147	Page 149
<p>1 space race as a merchandiser and non-union 2 merchandiser. What was Matt Fields' position and 3 was he union or non-union during that period of 4 time? 5 MS. CLEMONS: Objection. That's not 6 what she said. 7 Q. I just asked you a question. 8 MS. CLEMONS: You can ask her a 9 question which doesn't state what she didn't say. 10 You are misleading her, but you can answer if you 11 understand, Sara. 12 A. Again, I did not say Matt Fields worked on 13 the space race. 14 Q. I know that. I wrote that down. 15 A. He wasn't employed during those months. I 16 gave you the context of you asked me if other people 17 who were non-union that helped drivers. 18 MS. CLEMONS: She is one of the 19 people, you asked her for one person. She gave you 20 one person. There are others. Do you want to ask 21 her that. 22 MR. WOODSIDE: Why are you hitting the 23 table? 24 MS. CLEMONS: Why are you asking 25 questions not based on facts.</p>	<p>1 Q. How about Mr. Zimbala? 2 A. I don't remember the time period. 3 Q. Was it one of the four years that I gave 4 you? 5 A. Yes. 6 Q. Were they both paid at non-union rates? 7 A. They were paid the merchandiser rate. 8 Q. The same rate as Tillman? 9 A. I don't know. 10 Q. What did Pepsi establish as a seniority 11 date for a particular employee? 12 A. It depends. 13 Q. Are there different seniority dates for 14 different employment events? 15 A. Well, if you want to clarify the question 16 what you mean by seniority. 17 Q. Is your seniority on the non-union side in 18 the sales department? 19 A. There would be for pension and vacation 20 purposes, there is time and job or hire date. 21 Q. How about for applying for another position 22 at Pepsi, would there be seniority date for that 23 non-union employee? 24 A. I don't know what you are asking. 25 Q. Well, if a non-union employee applied for a</p>

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February 28, 2007

<p style="text-align: right;">Page 210</p> <p>1 A. Okay.</p> <p>2 Q. Is the conventional customer representative</p> <p>3 rate or position appearing on section four under pay</p> <p>4 rates, is that a job classification?</p> <p>5 MS. CLEMONS: Same objection.</p> <p>6 A. I don't know.</p> <p>7 Q. You don't know?</p> <p>8 A. I don't know in the context of what you are</p> <p>9 asking me.</p> <p>10 Q. I'm only asking you in the context of the</p> <p>11 contract where it refers to a higher rated job</p> <p>12 classification, you just told me what that was,</p> <p>13 right. You understand what that means?</p> <p>14 A. I understand what a higher rate is.</p> <p>15 Q. Is the rates appearing on page 11 under</p> <p>16 section four pay rates part of schedule A?</p> <p>17 A. I don't know.</p> <p>18 Q. Should it be part of schedule A?</p> <p>19 A. I don't know.</p> <p>20 Q. How about should it be part of the wage</p> <p>21 schedule on Appendix A, do you know?</p> <p>22 A. That's not my decision.</p> <p>23 Q. Has it ever come up that it was never part</p> <p>24 of Appendix A?</p> <p>25 A. No.</p>	<p style="text-align: right;">Page 212</p> <p>1 Q. Were conventional CRs as appearing here on</p> <p>2 the wage schedule doing the space race program work?</p> <p>3 A. No.</p> <p>4 Q. Were any union employees doing the space</p> <p>5 race program work?</p> <p>6 A. I don't know.</p> <p>7 Q. The space race program that you identified</p> <p>8 in your affidavit was being performed in what</p> <p>9 department under this collective bargaining</p> <p>10 agreement?</p> <p>11 A. The sales department.</p> <p>12 MS. CLEMONS: Objection. Under the</p> <p>13 collective bargaining.</p> <p>14 A. Yes, sorry. It wasn't part of the</p> <p>15 collective bargaining agreement. It was part of the</p> <p>16 sales department.</p> <p>17 Q. But you don't know whether union employees</p> <p>18 were actually performing some of that work in the</p> <p>19 space race program?</p> <p>20 A. I don't know.</p> <p>21 Q. Well, if they were driving, were there</p> <p>22 people driving trucks in the space race program,</p> <p>23 employees driving trucks?</p> <p>24 A. Employees were driving perhaps pickup</p> <p>25 trucks, but they were never driving a truck that</p>
<p style="text-align: right;">Page 211</p> <p>1 Q. On the second page of Appendix A, the wage</p> <p>2 schedule I see effective upon ratification, the</p> <p>3 following one time lump sum ratification bonus shall</p> <p>4 be made. Right? Do you see that?</p> <p>5 A. Yes.</p> <p>6 Q. That's the conventional CR gets a certain</p> <p>7 amount of money?</p> <p>8 A. Okay.</p> <p>9 Q. How much?</p> <p>10 A. \$1,000.</p> <p>11 Q. Is that — and that conventional CR is</p> <p>12 where Miss Tillman was performing the work for</p> <p>13 merchandising work in the conventional department?</p> <p>14 MS. CLEMONS: Objection.</p> <p>15 Q. During the space race program?</p> <p>16 MS. CLEMONS: Asked and answered in</p> <p>17 the prior testimony. You can answer it again, Sara.</p> <p>18 A. She was not performing conventional CR</p> <p>19 work.</p> <p>20 Q. Well, she was doing the duties as a helper</p> <p>21 with someone who is doing conventional CR work. We</p> <p>22 know that, right?</p> <p>23 MS. CLEMONS: Objection. Asked and</p> <p>24 answered and misstates her prior testimony.</p> <p>25 A. She was not doing CR work.</p>	<p style="text-align: right;">Page 213</p> <p>1 required a class A CDL.</p> <p>2 Q. You are sure about that?</p> <p>3 A. No, I can't be sure.</p> <p>4 Q. Tillman says she was working with employees</p> <p>5 who were union employees driving trucks that would</p> <p>6 have been paid as positions under the collective</p> <p>7 bargaining agreement. That's what she says.</p> <p>8 A. Okay.</p> <p>9 Q. Do you know whether that's true or not?</p> <p>10 A. I don't know.</p> <p>11 Q. Did you ever look into it?</p> <p>12 A. No.</p> <p>13 Q. Well, if that's true, let's just speak</p> <p>14 hypothetically, if that's true, the driver of that</p> <p>15 truck, if they were driving the truck that would</p> <p>16 match or be bargaining unit type work, that driver</p> <p>17 would be paid a union rate, right?</p> <p>18 MS. CLEMONS: Objection.</p> <p>19 Q. We know that. Is that right?</p> <p>20 A. If the driver was driving a truck, he would</p> <p>21 be paid his normal rate?</p> <p>22 Q. Well, if it was a union, if it was a</p> <p>23 position fitting onto one of these positions on the</p> <p>24 wage schedule as a driver, that driver would be</p> <p>25 getting a rate in accordance with the collective</p>

54 (Pages 210 to 213)

(856) 983-8484

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**31**

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWAREMARLAYNA G. TILLMAN,  
v.  
THE PEPSI BOTTLING GROUP, et al.SUBPOENA IN A CIVIL CASE  
Case Number: 04-1314  
District of DelawareTO: Beverly Bove, Esq.  
1020 West 18<sup>th</sup> Street  
P.O. Box 1607  
Wilmington, DE 19899

- ☐
- YOU ARE COMMANDED to appear in the United States District Court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM -
	DATE AND TIME

- ☐
- YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME
---------------------	---------------

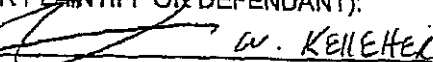
- ☒
- YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):
- 
- Any executed settlement agreements evidencing the settlement of Ms. Tillman's worker's compensation claim. Any notes regarding conversations about the settlement. Any letters sent to Ms. Tillman regarding, enclosing or communicating the terms of the settlement agreement and/or settlement agreements.**

PLACE: BALLARD SPAHR ANDREWS & INGERSOLL, LLP 1735 MARKET STREET, 51 <sup>st</sup> FLOOR PHILADELPHIA, PA 19103	DATE AND TIME November 14, 2006 at 9:00 A.M.
--	---

- ☐
- YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME
----------	---------------

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT): Attorney for Defendant  W. KELLEHER	DATE October 31, 2006
--	--------------------------

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER  
William M. Kelleher, Esquire  
BALLARD SPAHR ANDREWS & INGERSOLL, LLP 919 Market Street, 12th Floor  
Wilmington, DE 19801; (302) 252-4465

\*You may contact the issuing attorney to set an alternative means of production.

(See Rule 45, Federal Rules of Civil Procedure, Parts C & D on Reverse)

**PROOF OF SERVICE**

<b>SERVED</b>	<b>DATE</b>	<b>PLACE</b>
<b>SERVED ON (PRINT NAME)</b>	<b>MANNER OF SERVICE</b>	
<b>SERVED BY (PRINT NAME)</b>	<b>TITLE</b>	

**DECLARATION OF SERVER**

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on \_\_\_\_\_  
DATE

SIGNATURE OF SERVER

ADDRESS OF SERVER

**Rule 45, Federal Rules of Civil Procedure, Parts C & D:****(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.**

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. They court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty and appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2)(A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3)(A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

(i) fails to allow reasonable time for compliance;

(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the

provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

**(d) DUTIES IN RESPONDING TO SUBPOENA.**

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

**32**

# BEVERLY L. BOVE

Attorney at Law

Member DE & PA Bars

BEVERLY L. BOVE  
VINCENT J. X. HEDRICK, II

February 1, 2007

Lucretia C. Clemons, Esquire  
Ballard Spahr Andrews & Ingersoll, LLP  
1735 Market Street, 51<sup>st</sup> Floor  
Philadelphia, PA 19103

RE: Marlayna Tillman v. Pepsi Bottling Group  
IAB Hearing No.: 06175-00465  
DOL: 11-6-03

Dear Ms. Clemons:

In response to your letter of January 26, 2007, I enclose a copy of the Agreement to Compensate, a copy of a letter documenting the settlement agreement on lost wages dated May 21, 2004 from Christine O'Connor to Eric Grandell of my office, a copy of the Distribution of Proceeds that Marlayna Tillman signed, a copy of a letter dated November 10, 2004 where we gave her a copy of her file and a copy of a letter dated December 1, 2004 acknowledging that Jessica Welch from Doroshow & Pasquale took over her representation. A copy of the entire file was given to Jessica Welch and Marlayna and we have nothing further. I would suggest that any of the other documents that you need would be in Jessica Welch's file.

We got no other benefits for Marlayna Tillman because she discharged us before her permanency rating.

I hope this helps you.

Very truly yours,

  
Beverly L. Bove

BLB/jfb  
Enclosures

PBG 01688

JUN 28 2004

CARRIER FILE NO. 12464  
CARRIER FILE NO. A3646787STATE OF DELAWARE  
OFFICE OF WORKERS' COMPENSATION  
AGREEMENT AS TO COMPENSATIONEmployee MARLAYNA TILLMAN  
Address P.O. BOX 688  
CLAYMONT, DE 19802Employer PEPSI BOTTLING GROUP  
Address 3501 GOVERNOR PRINTZ  
BELLEFONTE, DE 19809Insurance Carrier/Self-insurer SEDGWICK CMS  
Address US STEEL TOWER  
600 GRANT STREET, SUITE# 2944  
PITTSBURG, PA 15219Third party Adjuster \_\_\_\_\_  
Address \_\_\_\_\_

The above have reached an agreement in regard to compensation for the injury sustained by said employee and submit the following statement of facts relative thereto:

Date of Injury 11/06/03 Date Disability Began 11/06/03  
Cause/Place of Accident SEE FIRST REPORT OF INJURY  
Nature/Part of Body RIGHT KNEE & CALF  
Probable Length of Disability (if known) 11/06/03- 4/18/04

The terms of this agreement under the above facts are as follows:

This agreement is for (check all that apply) ☒ Total Disability ☐ Temporary Partial Disability  
☐ Permanent Partial Disability ☐ Disfigurement ☐ Commutation ☐ Medical Only  
☐ Salary In Lieu of Workers' Compensation

\*\*\* LESS A CREDIT OF \$7,700.00 FOR SHORT TERM DISABILITY RECEIVED \*\*\*

\*Credit is  
disputed by  
ClaimantThat the said MARLAYNA TILLMAN shall receive compensation at the rate of \$440.00 per week based upon an average weekly wage of \$660.00 and that said compensation shall be payable ☐ weekly ☐ bi-weekly ☒ LUMP SUM monthly other (specify) from and including the 6th of NOVEMBER 2003 until APRIL 18, 2004.

BENEFITS FOR TOTAL/PARTIAL DISABILITY, (LOST WAGES) SHALL REQUIRE YOU TO ADVISE THE NAMED CARRIER/SELF-INSURED/THIRD PARTY ADJUSTER OF ANY CHANGE IN EMPLOYMENT STATUS AND/OR DISABILITY. FAILURE TO NOTIFY A CHANGE OF STATUS IS PUNISHABLE PURSUANT TO TITLE 18, DELAWARE CODE, CHAPTER 24, AND/OR TITLE 11 DELAWARE CODE, SECTION 913.

Witness [Signature]  
Address: 1020 W. 18th St.  
Wilmington De  
19802Employee M. Tillman 6/30/04  
(signature)Adjuster/Attorney \_\_\_\_\_  
(signature)Phone Number \_\_\_\_\_  
Date of Agreement \_\_\_\_\_

For Accounting Use Only:

Approved by: \_\_\_\_\_

Date of Approval: \_\_\_\_\_

PBG 01689



CASE FILE NO. 1242671  
CARRIER FILE NO. A364618584

STATE OF DELAWARE  
OFFICE OF WORKERS' COMPENSATION  
RECEIPT FOR COMPENSATION PAID

DATE: June 14, 2004

Received of SEDGWICK CMS the sum of \$12,634.29\*, making in all the total sum of \$12,634.29  
in settlement of compensation due for the TEMPORARY TOTAL \* disability of MARLAYNA TILLMAN  
which began on 11/06/03, and terminated on 4/18/04.

X M. Tillman 6/30/04  
Employee Signature

\*28.71 weeks of benefits at a  
compensation rate of \$ 440.00

\***\*\*\* LESS A CREDIT OF \$7,700.00 FOR SHORT TERM  
DISABILITY RECEIVED\*\*\***

\*\* RIGHT KNEE & CALF

\* Claimant specifically reserves the  
right to petition for the amount of  
the above credit and disputes Employer's  
claim to same

Address: \_\_\_\_\_

Your signature on this receipt will terminate your rights to receive the workers' compensation benefits specified above on the date indicated. This form is not a release of the employer's or of the insurance carrier's workers' compensation liability. It is merely a receipt of compensation paid. The claimant has the right within five years after the date of the last payment to petition the Office of Workers' Compensation for additional benefits.

May-24-2004 04:27pm From: MARSHALL DENNEHEY

+302 428 8085

T-818 P.002/003 F-058

A REGIONAL DEFENSE LITIGATION LAW FIRM

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Direct Dial: 302-552-4321

Email: [coconnor@mdwecg.com](mailto:coconnor@mdwecg.com)

May 21, 2004

**VIA FACSIMILE & U.S. MAIL**

Erik C. Grandell, Esquire  
1020 W. 18th Street  
Suite 2  
P.O. Box 2207  
Wilmington, DE 19802

Re: Marlayna Tillman v. Pepsi Bottling Group  
Our File No.: 06175-00465  
LAB Hearing No.: 1242671  
DOL: 11/06/03

Dear Erik:

Please accept this letter as an outline of our settlement terms related to the above-referenced matter. My client has agreed to recognize Ms. Tillman's right calf and right knee injuries that were sustained at Pepsi on November 6, 2003. We also have agreed to pay temporary total disability benefits from November 6, 2003 through April 18, 2003. This translates into 28.71 weeks of benefits at the rate of \$440.00 for a total of \$12,634.29. You and I have agreed to address any average weekly wage calculation issue at a legal hearing in the future, if necessary. If it is found that Ms. Tillman requires an adjustment to her average weekly wage compensation rate, we will pay additional temporary total disability benefits accordingly.

You and I also discussed the fact that Ms. Tillman received short term disability benefits from November 12, 2003 through April 13, 2003. She was paid \$350.00 per week for a total of \$7,700.00. My client has asserted its right to take a credit against temporary total disability benefits that are due. You and I have agreed to investigate whether the claimant paid into her disability insurance premium and this will determine whether or not she is owed the \$7,700.00 directly. For now, I will request a temporary total disability check in the amount of \$4,934.29.

Finally, my client has agreed to pay expert witness fees in this case and I will need an invoice for Bandera's deposition from you at your earliest convenience. I will also be requesting a check in the amount of \$3,790.29 for the 30% attorney's fee payment.

Philadelphia  
Baltimore  
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Harrisburg  
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May-24-2004 04:27pm From: MARSHALL DENHEEY

+302 428 0085

T-818 P.003/003 F-059

Erik C. Grande, Esquire

May 21, 2004

Page 2

If your understanding of our settlement agreement is in any way inconsistent with mine, please contact me immediately. Thank you for your cooperation.

Very truly yours,

Christine P. O'Connor

CPO:klr

cc: Christine Miller, Sedgwick Ins. (via facsimile & U.S. Mail)  
Claim No. A364618584

\\13\_A\COMP\CPO\CORR\222673\KXR\0617500463

**DISTRIBUTION OF PROCEEDS  
MARLAYNA TILLMAN  
FILE NO. 03-0976**

<b>GROSS SETTLEMENT AMOUNT:</b>	<b>\$ 4,934.29</b>
LESS Attorney Fee (1/3 per Agreement)	\$ 420.71
Gross Settlement less Attorney fee	<b>\$ 4,513.58</b>

**LESS Costs Advanced:**

Administrative	\$ 25.00
Photocopies	\$ 34.00
Postage	\$ 4.53
Fax charges	\$ 11.00
Medical records	\$ 74.00
Transcript	\$169.50
LexisNexis Research	\$ 46.54

<b>TOTAL COSTS</b>	<b>\$ 364.57</b>
--------------------	------------------

<b>RECOVERY DUE CLIENT:</b>	<b>\$ 4,149.01</b>
-----------------------------	--------------------

I have read the foregoing Distribution of Proceeds and I hereby approve the same. I acknowledge receipt of a copy of this Distribution of Proceeds sheet. I hereby authorize my attorney, Beverly L. Bove, to endorse all settlement drafts on my behalf. I agree that my attorney shall not be responsible to pay outstanding medical bills.

*Marlayna Tillman*  
\_\_\_\_\_  
MARLAYNA TILLMAN

*6/30/04*  
\_\_\_\_\_  
DATE

# BEVERLY L. BOVE

Attorney at Law

Member DE & PA Bars

Beverly L. Bove  
Erik C. Grandell

November 10, 2004

**VIA HAND DELIVERY**

Marlayna Tillman  
P.O. Box 688  
Claymont, DE 19703

RE: Date of Incident: November 6, 2003

Dear Marlayna:

Enclosed please find a copy of your file as requested. Also enclosed are invoices from Corbett & Associates in the amount of \$181.00 and Scangineering in the amount of \$35.69 copying charges of your file and transcripts.

Very truly yours,

  
Angela M. Wilson  
Paralegal to Beverly L. Bove, Esq.

/amw  
Enclosures

PBG 01694

# BEVERLY L. BOVE

Attorney at Law

Member DE & PA Bars

BEVERLY L. BOVE  
ERIK C. GRANDELL

December 1, 2004

Jessica L. Welch, Esquire  
Doroshow Pasquale Krawitz  
Siegel & Bhaya  
1202 Kirkwood Highway  
Wilmington, DE 19805

RE: *Marlayna Tillman v. Pepsi Bottling Group*  
IAB Hearing No.: 06175-00465  
DOL: 11-6-03

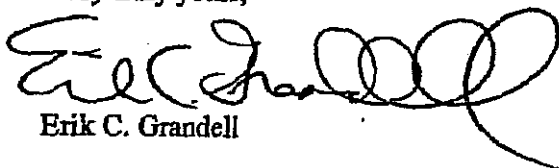
Dear Jessica:

This letter is to acknowledge receipt of your letter indicating that Marlayna Tillman wishes for you to represent her in connection with the Workers' Compensation case. Ms. Tillman has an outstanding debt of \$216.69. Please forward payment of these costs upon receipt of this correspondence.

I have spent approximately 21.5 hours to date handling this claim.

Please do not hesitate to call me if you have any questions about Marlayana's case. Thank you.

Very truly yours,



Erik C. Grandell

ECG/smb

PBG 01695

**33**



DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
WASHINGTON, D.C. 20224

SMALL BUSINESS/SELF-EMPLOYED DIVISION

FEB 27 2007

Lucretia C. Clemons  
Ballard Spahr Andrews & Ingersoll LLP  
1735 Market Street, 51<sup>st</sup> Floor  
Philadelphia, MA 19103-7599

Dear Ms. Clemons:

This is in response to your request dated January 24, 2007, regarding Marlayna G. Tillman, received in our office on January 24, 2007.

We are enclosing eleven (11) pages of information returns transcripts for the tax years 2001, 2002, 2003 and 2004. We found no record of returns filed by the taxpayer for the tax years 2001, 2002, 2003 and 2004.

Should you have any questions concerning this correspondence, you may contact Disclosure Specialist Cindy Brooks, ID # 08-00430, by calling 978-474-5617 or by writing to: Internal Revenue Service, Disclosure Office, MS -218, 310 Lowell Street, Andover, MA 01810. Please refer to case number 01-2007-00914.

Sincerely,

A handwritten signature in cursive script that reads "Cindy Brooks".

Fred Messuri  
Disclosure Manager  
Boston Office

Enclosures

PBG 01696